

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 347-11

AN ORDINANCE

authorizing a grant agreement with the State of Missouri – Missouri Arts Council for the Parks and Recreation Department C.A.R.E. Gallery program; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a grant agreement with the State of Missouri – Missouri Arts Council for the Parks and Recreation Department C.A.R.E. Gallery program. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The sum of \$5,000.00 is hereby appropriated from Account No. 110-5110-462.10-00 to Account No. 110-5110-541.13-95.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in Account No. 110-5110-462.10-00 to cover the above appropriation.

Director of Finance



STATE OF MISSOURI
MISSOURI ARTS COUNCIL
GRANT AGREEMENT OVER \$5,000

815 OLIVE STREET, SUITE 16
ST. LOUIS, MO 63101-1503
(314) 340-6845
(866) 407-4752 TOLL FREE
(800) 735-2966 TDD

Exhibit A
RETURN THIS COPY TO H&C

GRANT NUMBER
2012-2207

This Grant Agreement, entered into this 1st day of July, 2011, between the **MISSOURI STATE COUNCIL ON THE ARTS**, an agency of the State of Missouri, (the "Council"), and City of Columbia (C.A.R.E. Program), (the "Grantee").

WHEREAS, pursuant to Section 185.050, RSMo the Council may award grants to organizations to stimulate the growth, development, and appreciation of the arts in Missouri.

WHEREAS, Grantee has submitted its proposal (the "Project Proposal," attached as Attachment A and incorporated herein by reference) to the Council for a project entitled "2011-2012 Arts Education Program (Out of School)," (the "Project"); and

WHEREAS, the Council has authorized funds to be reserved, on a matching basis, in an amount stated in Section 3 of this Grant Agreement for the performance of the Project.

NOW, THEREFORE, the Council and Grantee do mutually agree as follows:

1. Grantee agrees, for the consideration hereinafter set forth, to provide the necessary personnel, facilities, supplies, equipment, and related resources and skills to perform and accomplish the Project in accordance with the Project Proposal.

2. Grantee shall perform all work necessary to complete the Project between the date of this Agreement and June 30, 2012 (the "Project Period") and in accordance with the schedule contained in the Project Proposal.

3. The Council agrees to provide partial funding for the Project, up to a maximum of ten thousand dollars (\$10,000.00), conditioned upon the terms of this Grant Agreement, including, but not limited to, the following:

- (a) The successful completion of the Project in accordance with the Project Proposal;
- (b) Unless otherwise approved in the Project budget, the Council's grant funds shall not exceed fifty percent (50%) of the total cost of the Project; and
- (c) Grantee understands and agrees that the grant amount set forth herein may be reduced unilaterally by the Council and the State of Missouri due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Mo. Const. Art. IV §27. Grantee further understands and agrees that neither the Council nor the State of Missouri shall be liable for any costs associated with termination caused by lack of funds, appropriations or withholdings.

4. Grantee agrees that it will include the Council logo and the following credit line in all advertising, title panels, catalogues, flyers, posters, literature, film/video credits, news releases, printed programs, public broadcasts, promotion and publicity set out in a prominent location and type size: "**FINANCIAL ASSISTANCE FOR THIS PROJECT HAS BEEN PROVIDED BY THE MISSOURI ARTS COUNCIL, A STATE AGENCY.**"

5. Grantee agrees that any variance in the total Project costs exceeding ten percent (10%) of the approved Project budget contained in the Project Proposal must be approved by the Council.

6. Grantee agrees that the State of Missouri's execution of this Grant Agreement is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Project Proposal. Therefore, the Grantee agrees that no substitution of such specific individual(s) and/or personnel qualification(s) shall be made without the prior approval of the Council, which approval shall not be unreasonably withheld.

7. Grantee agrees to notify the Council in writing if, for any reason, the Grantee cannot perform all or part of the Project and therefore may be required to release all or a portion of the Council funding for the Project.

8. Grantee agrees that the Council may withhold payment of the funds awarded under this Grant Agreement until the Grantee has satisfied all requirements of this Grant Agreement and any Grant Agreements previously entered into between this Grantee and the Council.

Handwritten signature

9. Grantee agrees that it will conform with the following conditions, if applicable:

- (a) Part of your Council allocation may consist of federal dollars. All materials and announcements, both audio and visual, related to this Project must acknowledge that "THIS PROJECT IS SUPPORTED IN PART BY AN AWARD FROM THE NATIONAL ENDOWMENT FOR THE ARTS."

10. Grantee agrees that any changes to the approved Project Proposal, including, but not limited to, Project description, personnel, or schedule must be approved by the Council prior to the time the Project occurs.

11. The Council agrees to pay the Grantee funds up to the amount stated in Section 3 of this Grant Agreement upon receipt of a duly executed invoice(s) evidencing Project costs incurred in accordance with the Project Proposal.

12. Grantee agrees to invoice the Council for reimbursable Project costs no later than thirty (30) days after the end of the Project Period, or by July 16, 2012, whichever occurs first. The Grantee further agrees to submit such invoices no more frequently than on a monthly basis for Project costs incurred throughout the Project Period.

13. Grantee agrees that Council and governmental auditors and representatives shall have access to any and all of Grantee's books, documents, papers, memoranda, and other records for the purpose of audit or examination of any information submitted to the Council, or contained in the Project Proposal, and/or the receipts and disbursements of the funds made available to Grantee from any source under this Grant. Grantee further agrees that costs to resolve or ameliorate any audit exception noted by governmental auditors or representatives shall not be reimbursed by the Council and shall be the sole responsibility of the Grantee. The Grantee agrees that it will maintain adequate records to substantiate all information reported for a period of no less than three (3) years from the end of the Project Period.

14. Grantee agrees that all funds received from the Council and expended by the Grantee under this Grant Agreement shall be held and used by the Grantee for the sole purpose of accomplishing the Project, and none of the funds so held or received shall be diverted to any other use or purpose.

15. Grantee agrees to abide by and comply with all applicable regulations and policies of the Council, as well as all other applicable state and federal laws, regulations, and executive orders. This Grant Agreement shall be construed in accordance with the laws of the State of Missouri. In any action between the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of (i) the state courts located in Cole County Missouri and (ii) the United States District Court for the Western District of Missouri.

16. Grantee agrees that it will furnish a completed Final Report to the Council, as described in the Council Grant Requirements, no later than thirty (30) days after the completion of the Project, or by July 16, 2012, whichever occurs first.

17. Grantee agrees to comply with all civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.

18. Grantee agrees to furnish a written notice to any labor union with which Grantee has a bargaining or other agreement, stating that Grantee does not discriminate in his employment practices on the basis of the categories stated in Section 17 of this Grant Agreement.

19. Grantee agrees to state, in all solicitations and advertisements for employees placed by or on behalf of Grantee, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.

20. Grantee agrees to include the language contained in provisions of Sections 17, 18, and 19 of this Grant Agreement in every subgrant entered into by the Grantee for the purpose of completing the Project as outlined in this Grant, such that these provisions as included in the subgrant will be binding upon the subgrantee.

21. Grantee shall not knowingly employ any person who is an unauthorized alien and, to the extent applicable, shall comply with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.

22. Grantee understands that, pursuant to Section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under Sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates Section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of Section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

23. Grantee understands that, pursuant to Section 285.530.5, RSMo, a Grantee or sub-grantee of any tier shall not be liable under Sections 285.525 to 285.550 when such Grantee or sub-grantee contracts with its direct sub-grantee who violates Section 285.530.1, if the contract binding the Grantee and sub-grantee affirmatively states that the direct sub-grantee is not knowingly in violation of Section 285.530.1 and shall not henceforth be in such violation and the Grantee or sub-grantee receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct sub-grantee's employees are lawfully present in the United States.

24. Grantee understands that if it is found to have employed an unauthorized alien, Grantee may be subject to penalties pursuant to Sections 285.025 and 285.535, RSMo.

25. Grantee hereby agrees that, upon request, it will grant representatives of the Department of Economic Development (DED) access to the Grantee's property and furnish DED with copies of any records that may be necessary for the administration of this Project or to assess compliance with any other statute, rule, or requirement.

26. Grantee shall enroll and participate in a federal work authorization program (E-Verify) as defined in Section 285.525(6), RSMo, with respect to employees working in connection with the activities that qualify applicant for this Grant. Grantee will maintain and, upon request, provide the Department of Economic Development documentation demonstrating applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify applicant for this grant.

27. Grantee agrees that if it fails to comply with any of the terms and conditions of this Grant Agreement, such failure shall entitle the Council to a recapture of any Grant funds previously distributed by the Council to the Grantee. It shall be the sole discretion of the Council to determine whether the Grantee has failed to comply with the Grant Agreement and the amount of funds that shall be repaid.

28. Grantee agrees to furnish the Council with: (1) the Certification attached hereto, signed and notarized; and (2) a copy of a fully-executed E-Verify Program for Employment Verification Memorandum of Understanding between Grantee and the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and Social Security Administration. Grantee receiving funding in the previous fiscal year agrees to furnish only (1) the Certification.

29. The parties mutually agree that either party may terminate this Grant without penalty by giving thirty (30) days advance written notice to the other party. Grantee may not submit any invoices for expenses incurred after submission or receipt of a notice of termination. The Council, in its sole discretion, may require the Grantee to return any Grant funds distributed to the Grantee prior to termination which were not used for Project purposes.

30. This Grant may not be assigned by Grantee without the prior written approval of the Council.

EXECUTIVE DIRECTOR, MISSOURI STATE COUNCIL ON THE ARTS	DATE
	11/7/11
GRANTEE'S AUTHORIZING SIGNATURE (IN BLUE INK)	Sign here with BLUE ink
PRINT NAME AND TITLE IN ORGANIZATION	

Source:
MIKE HOOD 

FISCAL and VISION NOTES:

Agenda Item No. _____

TO: City Council
FROM: City Manager and Staff 
DATE: November 18, 2011
RE: Mo Arts Council Grant - C.A.R.E. Gallery

City Fiscal Impact Enter all that apply:	
\$0	City's current net FY cost.
\$5,000	Amount of Funds Already appropriated
\$5,000	Amount of budget amendment needed
\$10,000	Estimated 2 yr net costs: One-time Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: Refer to Website:	
Yes	Vision Impact? (Y/N or if N, go no further)
8.3	Primary Vision, Strategy and/or Goal Item#
Item #	Secondary Vision, Strategy and/or Goal Item#
Task#	FY10/FY11 /FY12 Implementation Task#

EXECUTIVE SUMMARY:

The Department of Parks and Recreation recently received notice of final approval (grant agreement) of a Missouri Arts Council (MAC) Grant award for the Career Awareness Related Experience (C.A.R.E) Gallery program. The grant amount is \$10,000 and is administered by the Missouri Department of Economic Development with funding being provided by MAC Trust Fund and National Endowment for the Arts. This ordinance authorizes the City Manager to sign the grant agreement and appropriates the additional grant funds (\$5,000) that were not included in the City's Fiscal Year 2012 budget.

DISCUSSION:

The C.A.R.E. Gallery is a visual arts educational component of the C.A.R.E. Program. C.A.R.E. is a youth employment and education program that serves at-risk youth ages 14-18. Youth hired for the C.A.R.E. Gallery's summer employment session work on community art projects, learn skill-building techniques, and prepare their artwork for a final exhibition. All projects have art education components and professional art instruction. Each visiting artist's project for the youth includes components in art history, artistic aptitude, technical development in the project media, and group critiques. The Gallery coordinator also designs activities that include developing vocabulary to talk about art, visiting local art venues such as museums and galleries, and building awareness of careers in the visual arts.

The Department has been fortunate to receive a MAC grant for a number of years and has been awarded \$10,000 for FY2012. Based on past history and proposed zero funding for the MAC from the state legislature, only a \$5,000 grant

was anticipated and appropriated during the recent 2012 budget process. In explanation of the increased amount, the following statement was included in the letter notifying the City of the grant award. "For FY2012, a new process was used to determine the grant amount and which Arts Education applications would be funded. MAC is fully funding at request amount starting with the application that received the highest score. Applications are being fully funded from the highest ranking application downwards until the entire budget for Arts Education annual grants is spent."

FISCAL IMPACT:

The City has been awarded a \$10,000 grant to provide partial funding for the CARE Gallery Program for FY2012.

VISION IMPACT:

The programs/activities developed with the additional funding received from this grant address vision goal 8.3 which identifies the need for quality educational opportunities that enable students of all abilities to achieve individualized learning and training goals that ultimately improve quality of life.

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the City Manager to execute the grant agreement and appropriating the additional grant funds (\$5,000) to the C.A.R.E. program.